

SHEA LARSEN

1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
(702) 471-7432

Bart K. Larsen, Esq.
Nevada Bar No. 8538
Kyle M. Wyant, Esq.
Nevada Bar No. 14652
SHEA LARSEN
1731 Village Center Circle, Suite 150
Las Vegas, Nevada 89134
Telephone: (702) 471-7432
Fax: (702) 926-9683
Email: blarsen@shea.law
kwyant@shea.law

*Attorneys for HASElect-Medical Receivables
Litigation Finance Fund International SP*

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:
INFINITY CAPITAL MANAGEMENT, INC.

Debtor.

Case No. 21-14486-abl
Chapter 7

HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP,

Adversary Case No. 21-01167-abl

Plaintiff,

**DECLARATION OF MICHAEL
GRIFFIN IN SUPPORT OF MOTION
FOR PARTIAL SUMMARY
JUDGMENT**

v.

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Defendant.

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Hearing Date: May 12, 2022
Hearing Time: 9:30 a.m.

Counter-Plaintiff,

v.

HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP; ROBERT E. ATKINSON,
CHAPTER 7 TRUSTEE

Counter-Defendants.

ROBERT E. ATKINSON, CHAPTER 7
TRUSTEE,

Counter-Claimant

v.

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Counter-Defendant

**DECLARATION OF MICHAEL GRIFFIN IN SUPPORT OF
MOTION FOR PARTIAL SUMMARY JUDGMENT**

I, Michael Griffin, hereby declare as follows:

1. I am over the age of twenty-one (21) years old and am mentally competent. I have personal knowledge of the matters set forth herein except as to those matters stated on information and belief, which I believe to be true, and if called upon as a witness to testify to these facts, I could and would competently and truthfully do so.

2. I am the majority member and manager of Griffin Asset Management LLC ("GAM"). GAM serves as asset manager to HASElect-Medical Receivables Litigation Finance Fund International SP ("HASElect").

3. I make this Declaration in support of HASElect's *Motion for Patial Summary Judgment as to Certain of the Disputed Receivables* [ECF No.] (the "Motion") filed herewith.

4. I make this declaration based upon my own personal knowledge of the facts stated herein as well as my review of the certain books and records of GAM and HASElect related to the Debtor Infinity Capital Management, Inc. ("Debtor" or "Infinity"), including the exhibits attached to the Motion. I am familiar with the business operations and document retention practices of both GAM and HASElect. I am informed and believe that the business records I have reviewed in connection with the preparation of this Declaration, including the exhibits attached to the Motion, were made at or near the time of the events they document by, or from information transmitted by, a person with knowledge of such events, all in the course of regularly conducted business activities.

5. Beginning in February 2019, HASElect made several loans to Infinity that were

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1 documented through various loan agreements and promissory notes through which Infinity pledged
2 substantially all of its assets to HASElect as collateral for such loans.

3 6. HASElect perfected its security interest in Infinity's assets through the filing of a
4 UCC-1 with the Nevada Secretary of State on February 19, 2019. A true and correct copy of the
5 UCC-1 filed by HASElect is attached to the Motion as Exhibit 2.

6 7. On or about December 18, 2019, HASElect, which was then doing business under the
7 name HASElect-FTM Medical Receivables Litigation Finance Fund SP, and Infinity entered into a
8 Second Amended & Restated Loan and Security Agreement and Promissory Note (the "MLA"). A
9 true and correct copy of the MLA is attached to the Motion as Exhibit 1.

10 8. The MLA superseded and restated all prior loans made by HASElect to Infinity as
11 well as extended further credit to Infinity.

12 9. Pursuant to the MLA, HASElect continues to hold a perfected security interest in all
13 of Infinity's assets as collateral for all indebtedness owed by Infinity in connection with the MLA.

14 10. As of September 14, 2021, Infinity owed total indebtedness in excess of \$14 million
15 to HASElect pursuant to the MLA.

16 11. The MLA loan proceeds were to be used by Infinity to purchase accounts receivables
17 from medical providers. These accounts receivables generally arose from medical treatment
18 provided to individuals who were injured in accidents and had asserted personal injury claims. These
19 accounts receivables are generally secured by liens against these personal injury claims and are
20 typically paid at the time the personal injury claims are settled.

21 12. To ensure that HASElect received a perfected, first-priority security interest in such
22 accounts receivable (as well as all other Collateral), HASElect required that Infinity use part of loan
23 proceeds advanced by HASElect to repay and retire a prior secured debt owed to Law Finance Group,
24 LLC, which had similarly advanced funds to Infinity for the purchase of accounts receivable.

25 13. HASElect also required that Infinity apply an electronic stamp to certain documents
26 associated with its accounts receivable to identify the accounts receivable as HASElect's Collateral.

27 14. From February 2019 through April 2020, HASElect advanced loan proceeds totaling
28

1 approximately \$13.7 million to Infinity.

2 15. HASelect did not have contemporaneous knowledge of or consent to any sale or
3 transfer of its Collateral, including the accounts receivable at issue in this action, by Infinity to
4 Tecumseh.

5 16. After the filing of Infinity's chapter 7 petition, HASelect discovered that Infinity had
6 sold and assigned accounts receivable included within HASelect's Collateral to Tecumseh.

7 17. I declare under penalty of perjury of the laws of the United States that the foregoing
8 is true and correct.

9 DATED this 21st day of March 2022.

10
11 /s/ Michael Griffin

12 MICHAEL GRIFFIN
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CERTIFICATE OF SERVICE

1. On March 22, 2022, I served the following document(s): **DECLARATION OF MICHAEL GRIFFIN IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT**

2. I served the above document(s) by the following means to the persons as listed below:

☒ a. ECF System:

CLARISSE L. CRISOSTOMO on behalf of ROBERT E. ATKINSON
clarisse@nv-lawfirm.com, bknotices@nv-lawfirm.com

GERALD M GORDON on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP
ggordon@gtg.legal, bknotices@gtg.legal

GABRIELLE A. HAMM on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP
gamm@Gtg.legal, bknotices@gtg.legal

MICHAEL D. NAPOLI on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP
michael.napoli@akerman.com,
cindy.ferguson@akerman.com; catherine.kretzschmar@akerman.com; laura.taveras@akerman.com; masterdocketlit@akerman.com; teresa.barrera@akerman.com

ARIEL E. STERN on behalf of TECUMSEH-INFINITY MEDICAL RECEIVABLES FUND, LP
ariel.stern@akerman.com, akermanlas@akerman.com

☐ b. United States mail, postage fully prepaid:

☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System):

Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. By fax transmission:

Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No

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1 error was reported by the fax machine that I used. A copy of the record of the fax
2 transmission is attached.

3 ☐ f. By messenger:

4 I served the document(s) by placing them in an envelope or package addressed to the
5 persons at the addresses listed below and providing them to a messenger for service.

6 I declare under penalty of perjury that the foregoing is true and correct.

7 Dated: March 21, 2022.

8 By: /s/ Bart K. Larsen, Esq.